

APPENDIX WP

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**APPENDIX WP
(WHITE PAGES DIRECTORY)**

1. INTRODUCTION

- 1.1 This Appendix sets forth terms and conditions that shall apply to SPRINT for inclusion of End User Listings in TDS TELECOM White Page Telephone Directories and Directory Assistance databases provided by TDS TELECOM.
- 1.2 The prices at which TDS TELECOM agrees to provide SPRINT with White Page and Directory Assistance database services are contained in the applicable Appendix PRICING.

2. SERVICE PROVIDED

- 2.1 TDS TELECOM publishes White Pages (WP) directories for geographic areas in which SPRINT also provides local exchange telephone service, and SPRINT wishes to include alphabetical listings information for its End Users in the appropriate TDS TELECOM WP directories and/or Directory Assistance databases.
- 2.2 SPRINT also desires distribution to its End Users of the WP directories that include listings of SPRINT's End Users.
- 2.3 TDS TELECOM shall provide SPRINT and its End Users access to WP and/or directory listings under the following terms:
 - 2.3.1 At the time of the initial order, or prior to the issuance of a particular directory, SPRINT shall furnish to TDS TELECOM via a Local Service Request (LSR) new, changed and deleted subscriber listing information pertaining to SPRINT End Users located within the local directory scope, along with such additional information as TDS TELECOM may require to prepare and print the alphabetical listings of said directory. SPRINT may provide SPRINT's subscriber listing information to TDS TELECOM for inclusion in the WP directory up to thirty (30) days prior to the business office close date. Applicable service order charges as set forth in Appendix PRICING shall apply.
 - 2.3.2 So long as SPRINT provides listing information to TDS TELECOM as set forth above, TDS TELECOM will include in appropriate WP directories the primary alphabetical listings of all SPRINT End Users located within the local directory scope. TDS TELECOM will also include, where applicable for SPRINT business End Users, one alphabetical, non-bold yellow page listing on the same basis as provided for TDS TELECOM business End Users.

- 2.3.3 Additional, designer and foreign listings will be offered by TDS TELECOM upon request at tariffed rates as set forth in applicable TDS TELECOM General Subscriber Services Tariffs.
- 2.3.4 SPRINT's End User listings will be alphabetically interfiled with TDS TELECOM's subscriber listings of the WP directory. After the business office close date for a particular directory, TDS TELECOM shall provide SPRINT the directory publisher's interfiled proof of the subscriber listings as such listings are to appear in the directory. The verification list shall also include Directory Delivery Address information for each SPRINT End User. SPRINT shall review this verification list upon receipt and shall submit to TDS TELECOM any necessary additions, deletions or modifications within five (5) Business Days.
- 2.3.5 Each SPRINT subscriber will receive one copy per primary End User listing of TDS TELECOM's WP directory in the same manner and at the same time that they are delivered to TDS TELECOM's subscribers during the annual delivery of newly published directories. TDS TELECOM has no obligation to provide any additional WP directories above the directories provided to SPRINT or SPRINT customers after each annual distribution of newly published WP. For WP directories and/or WP directories that are co-bound with Yellow Pages, SPRINT may provide to TDS TELECOM written specifications of the total number of directories that it will require, at least sixty (60) days prior to the business office directory close date. In that event, TDS TELECOM will deliver the remaining directories included in the SPRINT's order in bulk to an address specified by SPRINT.
- 2.3.6 TDS TELECOM will provide SPRINT with 1/8th page in each directory (where SPRINT has or plans to have local telephone exchange customers) for SPRINT to include SPRINT specific-information (i.e., business office, residence office, repair bureau, etc.) in the WP directory on an "index-type" informational page. No advertising will be permitted on such informational page. This page will also include specific information pertaining to other SPRINTs. At its option, SPRINT shall provide TDS TELECOM with its logo and information in the form of a camera-ready copy, sized at 1/8th of a page. The content of SPRINT's camera-ready copy shall be subject to TDS TELECOM's approval.
- 2.3.7 At its request, SPRINT may purchase "Informational Page(s)" in the informational section of the WP directory covering a geographic area where SPRINT provides local telecommunications exchange service. Such page(s) shall be no different in style, size, color and format than TDS TELECOM's "Informational Pages". Sixty (60) calendar days prior to the

business office directory close date, SPRINT shall provide to TDS TELECOM the "Informational Page" in the form of camera-ready copy.

2.3.8 TDS TELECOM will include and maintain SPRINT End User listings in TDS TELECOM's Directory Assistance databases. To the extent that TDS TELECOM's directory assistance listings are maintained in a database administered by a third party, SPRINT shall cooperate with TDS TELECOM as needed to have SPRINT listings loaded into such database. SPRINT shall provide such Directory Assistance listings to TDS TELECOM at no charge.

2.3.9 SPRINT shall provide to TDS TELECOM the names, addresses and telephone numbers of all End Users who wish to be listed in the directory assistance database but omitted from publication in WP directories (Non-published). Non-Published listings will be subject to the rates as set forth in TDS TELECOM's applicable General Subscriber Services Tariff.

3. USE OF SUBSCRIBER LISTING INFORMATION

3.1 SPRINT authorizes TDS TELECOM to include and use the subscriber listing information provided to TDS TELECOM pursuant to this Appendix in TDS TELECOM's appropriate printed WP directory and Directory Assistance database(s). Included in this authorization is the exchange of extended area service listings TDS TELECOM provides for Independent Company directory publications and release of SPRINT listings to requesting competing carriers as required by Section 251(b)(3) and any applicable state regulations and orders. Also included in this authorization is TDS TELECOM's use of SPRINT's subscriber listing information in TDS TELECOM's current and future directory. TDS TELECOM will afford SPRINT's directory listing information the same level of confidentiality that TDS TELECOM affords its own directory listing information.

4. PRICING

4.1 The rates for the services described herein are identified in Appendix PRICING. If SPRINT provides its subscriber listing information to TDS TELECOM's listings database, TDS TELECOM will assess a per book copy charge to SPRINT at the time newly published directories are distributed to SPRINT End Users listed or delivered in bulk to SPRINT. Included in this rate, SPRINT will receive for its End User, one primary listing in TDS TELECOM's WP directory; and, at the time of annual distribution of newly published directories, one copy of the directory provided to either SPRINT's End Users, or in bulk to the SPRINT location. TDS TELECOM has no obligation to warehouse WP directories for SPRINT or provide WP directories to SPRINT's End Users subsequent to the annual distribution of newly published directories.

- 4.2 TDS TELECOM has no obligation to provide any additional WP directories above the number of directories forecast by SPRINT per Section 2.3.5 above. While TDS TELECOM has no obligation to provide WP directories to SPRINT or SPRINT's End Users after the annual distribution of newly published directories, TDS TELECOM will in good faith attempt to accommodate SPRINT requests for "Subsequent" directory orders (orders placed after the initial order/forecast is provided - see Section 2.3.5 above). Orders for directories above the forecast number(s) will be filled subject to availability. In such event, TDS TELECOM will provide the directories in bulk to SPRINT and will assess a per book charge.

5. LIABILITY

- 5.1 SPRINT hereby releases TDS TELECOM from any and all liability for damages due to errors or omissions in SPRINT's subscriber listing information as provided to TDS TELECOM under this Appendix, and/or SPRINT's subscriber listing information as it appears in the WP directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 5.2 SPRINT shall indemnify, protect, save harmless and defend TDS TELECOM (or TDS TELECOM's officers, employees, agents, assigns and representatives) from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a third party in any way related to any error or omission in SPRINT's subscriber listing information, including any error or omission related to non-published or non-listed subscriber listing information. SPRINT shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against SPRINT and TDS TELECOM, and/or against TDS TELECOM alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in SPRINT's subscriber listing information in the WP directory, TDS TELECOM may, at its option, assume and undertake its own defense, or assist in the defense of the SPRINT, in which event the SPRINT shall reimburse TDS TELECOM for reasonable attorney's fees and other expenses incurred by TDS TELECOM in handling and defending such demand, claim and/or suit.
- 5.3 This Appendix shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other nor to act as an agent for the other unless written authority, separate from this Appendix, is provided. Nothing in the Appendix shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

6. BREACH OF CONTRACT

- 6.1 If either Party is found to have materially breached this Appendix and the breaching Party fails to cure the breach within ten (10) calendar days after receipt of notice from the other Party, the non-breaching Party may terminate the Appendix by providing written notice to the breaching Party, whereupon this Appendix shall be null and void with respect to any issue of TDS TELECOM's WP directory published sixty (60) or more calendar days after the date of receipt of such written notice.

7. TERM

- 7.1 This Appendix shall continue in force for one (1) year and shall automatically renew for successive (1) one year periods, or until terminated by sixty (60) calendar-days prior written notice by either Party to the other. Upon termination, TDS TELECOM shall cease using, for any purpose whatsoever, the subscriber listing information provided hereunder by SPRINT, and shall promptly return such subscriber listing information to the SPRINT.
- 7.2 Upon termination of the Interconnection Agreement, this Appendix will be null and void with respect to any issue of directories published thereafter, except that the indemnification provided by Section 6 herein shall continue with respect to any directory published within one hundred and twenty (120) calendar days of termination.

8. APPLICABILITY OF OTHER RATES, TERMS AND CONDITIONS

- 8.1 Every interconnection and service provided hereunder shall be subject to all rates, terms and conditions contained in this Agreement which are legitimately related to such interconnection or service.